of Illinois had ruled that by the statutes of Illinois bill-board advertising was subject to municipal control. *Cusack Co. v. Chicago* (1915) 267 Ill. 344. This decision, so far as the U. S. Supreme Court was concerned, settled that the ordinance attacked, was within the scope of the powers of the city, and so valid unless clearly unreasonable and arbitrary. The sole question before the court, therefore, was of the reasonableness of the ordinance. It is settled that the "due process" clause does not have the effect of overriding the power of the state to establish all regulations that are reasonably necessary for the general welfare; that power can neither be abdicated nor bargained away. *Slaughter House Cases* (1873) 16 Wall. (U. S.) 36; *Munn v. Illinois* (1877) 94 U. S. 113; *Beer Co. v. Mass.* (1879) 97 U. S. 25. The court found in the principal case that the evidence before the trial court showed the propriety of putting bill-boards, as distinguished from buildings and fences, in a class by themselves, and to justify a prohibition of their erection in residence districts in order to protect the "safety, morality, health and decency of the community." Since an absolute prohibition of the erection of bill-boards would have been permissible, it is clear that there is nothing unreasonable in relaxing the prohibition when the owners of a majority of the frontage in the block consent that this shall be done. A similar thing is done frequently in the case of saloons, *Swift v. People* (1896) 162 Ill. 534; and garages, *People v. Ericsson* (1914) 203 Ill. 368. The principal case seems to be in accord with the weight of authority.

G. S., JR.

PRINCIPAL AND AGENT—PAYMENT TO AGENT—CHECKS.—POTTER V. SAGER ET AL. (1916) 161 N. Y. S. 1088.—A was the agent of plaintiff to collect a debt from the defendant. The defendant gave A a check made payable to himself. A cashed the check and converted the proceeds. *Held,* that there was no payment or discharge of the debt.

It is well settled that an agent to collect has no authority to accept anything in payment except money. *Baldwin v. Tucker* (1901) 112 Ky. 282; *Parker v. Leach* (1906) 107 N. W. (Neb.) 217. It follows that the agent has no authority to take as payment, property, the note of the debtor, or a time check. *Reynolds v. Ferree* (1877) 86 Ill. 570; *Holt v. Schneider* (1899) 57 Neb. 523; *Spence v. Rose* (1886) 28 W. Va. 333; *Hadley Milling Co. v. Kelley* (1915) 174 S. W. (Ark.) 227. A check if not paid, though turned over to the principal and accepted by him, is not a discharge of the debt. This, however, is on the theory that the check itself is only a conditional payment. *Max Freund v. Importers & Traders Nat'l Bank* (1879) 76 N. Y. 352; *U. S. Nat'l Bank of Omaha v. Geer* (1898) 55 Neb. 462. But if a check payable to the agent is given to the agent for immediate presentation, and the check is in fact paid, it amounts to a payment in cash and is a discharge of the debt. *Thomas Roberts Stevenson Co. v. Fox* (1897) 43 N. Y. S. 253; *Cohen v. O'Connor* (1873) 5 Daly (N. Y.) 28; see *Hadley Milling Co. v. Kelley, supra.* The agent may be considered the agent of the debtor for cashing the check, but he receives the money as agent of the creditor.

J. N. M.